

REMARKS

The Examiner has rejected claims 1, 2, 5, 7 and 8 under 35 U.S.C. 102(e) as being anticipated by Boyd.

The Examiner states that Boyd teaches (independent claims 1 and 8) a method and system for providing online networking groups, the method comprising: registering three or more users by asking them to store information in user profile database **213** (para. [0064] and [0085-0086]), which reads on entering a profile and a second profile (and a third profile) into a computer database, and creating a networking group (all three or more users/ members) contained within said computer database; and a first user forming and posting an invitation to a networking meeting to two or more other users ([**0049** and **0024**]), the selection preferences and criteria including that the attendees be intellectual property lawyers ([**0031**]), the invitation being placed in invitation database **211**, which reads on comparing said profile and said second profile (comparing both user profiles to the selection preferences and criteria) (things compared to the same thing are compared to each other), moving said second profile into a second database (invitation database **211**) is said second profile and said second profile contain same professions and same areas of practice (intellectual property lawyers), and creating a network group (the invited members) contained in said second database (invitation database **211**). Said posting an invitation to a networking meeting to two or more other users and receiving acceptances (0044) reads on networking online within a networking group.

The present invention relates to creating online networking groups of professionals, wherein the professionals within a networking group do not compete with

other professionals with the networking group. For instance, if there is a doctor (orthopedist), lawyer (personal injury), beautician, car insurance salesman and auto mechanic within a networking group. If a car insurance salesman tried to join the networking group they would be placed in another networking group where there are not car insurance salesman. But if a restaurant owner wanted to join this networking group they could. Above as stated by the Examiner, Boyd teaches that all of the intellectual property attorneys would be in one group. This goes against the teachings and the claims of the present invention. The present invention teaches a networking group where there is no competition for business among the members of that networking group.

Interpretation of "networking online". Unless a term is given a "clear definition" in the specification, the examiner is obligated to give claims their broadest reasonable interpretation, in light of the specification, and consistent with the interpretation that those skilled in the art would reach. In the instant case, no such clear definition of "networking online" was found in the specification. The term is used in the original specification only in the abstract and para. [0001], and in claims 1 and 8. These uses meet none of the tests given above for a "clear definition". Hence, the examiner is required to give the term its broadest reasonable interpretation, which the examiner judges to be any online exchange of information among individuals, groups or institutions. Hence "online networking" is also taught by the reference, as indicated in the last sentence of para. 6 above.

The Examiner's review of the arguments and the specification (especially para [0004] and [0005]) suggests that applicant is interpreting "networking online" to mean

meeting online (actually networking meetings in para [0004] and [0005]). In the examiner's judgment, that is not an acceptable interpretation because it is not supported by a "clear definition" in the specification. Indeed the two phrases "networking online" and "networking meetings" do not even appear in the same paragraph of the spec. The claims could be limited to meeting online/online meetings, as discussed in para. 17 below.

Applicant has amended the claims to as the Examiner has discussed in para. 17.

Claim 1 requires that the two different profiles relating to professions and same areas of practice cannot be placed in the same networking group. Further amended claim 1 requires that networking online requires meeting online.

Boyd does not teach or make obvious and in fact teaches away from creating networking groups which do not include professions which overlap. Therefore, claim 1 is not anticipated or obvious over Boyd.

Amended Claim 8 requires a system for providing online networking wherein the networking groups not have any professions or areas of practice being the same within that networking group. Further amended claim 8 requires that the networking online includes meetings online. Boyd does not teach or make obvious and in fact teaches away from creating networking groups which do not include professions which overlap. Therefore, claim 8 is not anticipated or obvious over Boyd.

The Examiner states that Boyd also teaches at the citations given above claim 2 (where the invitation reads on a referral). Boyd also teaches claims 5 ([**0073**]) and 7 ([**0065-0066**]).

Applicant argues (p. 6, second para.) that an invitation does not read on a referral. Again, without a clear definition in the spec., the examiner has relied on a dictionary definition of "referring", to send for aid or information. An invitation does that. As to claim 5, the reference teaches removing inactive members (para. [0073]), which reads on removing members who do not provide referrals; an inactive member clearly cannot provide referrals.

Claim 2 depends on claim 1 and further requires providing referrals online between members in the networking group. For the reasons stated above for claim 1, claim 2 is not anticipated or obvious over Boyd.

Claim 5 depends on claim 1 and requires removing members from the networking group who do not provide referrals to other members in the networking group, or meet a minimum number of referrals. For the reasons stated above for claim 1, claim 5 is not anticipated or obvious over Boyd.

Claim 7 depends on claim 1 and requires that the profiles comprise: name, address, contact information, profession and territory. For the reasons stated above for claim 1, claim 7 is not anticipated or obvious over Boyd.

The Examiner has rejected claims 3, 4 and 6 under 35 U.S.C. 103(a) as obvious over Boyd.

Boyd does not teach (claims 3 and 4) rewards or positive incentives commensurate with the number of invitations/referrals provided by a user. However, Boyd does teach negative incentives for a user who does not make invitations or violate invitation rules ([**0053**, **0073-0075** and **0111**]). Because the system would work only if user make as well as honor invitations, it would have been obvious to one of

ordinary skill in the art, at the time of the invention, to add the teachings of Boyd rewards or positive incentives commensurate with the number of invitations/referrals provided by a user.

Applicant argues at p. 7 first full para. that Boyd only suggests a one-time meeting, so there is no reason for providing incentives. Applicant's facts are in error: Boyd teaches "meetings" plural, in para. 00022, third line.

Claim 3 depends on claims 1 and 2 and further provides providing rewards or incentives to the members of the networking group who provide the most referrals in the networking group. For the reason stated above for claim 1, claim 3 is not obvious over Boyd.

Claim 4 depends on claims 1 and 2 and further provides a point system relating to the number of referrals each member in the networking group gives to another member. For these reasons and the reasons stated above for claim 1, claim 4 is not obvious over Boyd.

Boyd does not teach (claim 6) communicating online by video/audio conferencing. However, Boyd does teach a system with video monitors and cameras (**0094** and **0101**). Because Boyd teaches that the purpose of the reference invention is to make the best use of a user's time (**[0006]**), it would have been obvious to one of ordinary skill in the art, at the time of the invention, to add the teachings of Boyd) meeting by video/audio conferencing.

Amended Claim 6 depends on claims 1 and 2 and further requires

networking with members online via video or audio conferencing. Boyd does not teach members networking online. Boyd only teaches that a member can send an invitation to another person inviting them to meet somewhere to then network. For this reason and the reasons stated above, claim 6 is not obvious over Boyd.

Applicant believes that the application is now in condition for allowance.

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Signature:

Name: Debbie Broderick

Respectfully submitted,



Philip M. Weiss

Reg. No. 34,751

Attorney for Applicant

Weiss & Weiss

300 Old Country Rd., Ste. 251

Mineola, NY 11501

(516) 739-1500